

MORTGAGE RECORD 89

ises or any part thereof before same become delinquent and deliver to Phoenix satisfactory evidence of such payment.

4. That if Grantor shall fail to pay any insurance premium, taxes, assessments or charges aforesaid, Phoenix, at its discretion, may pay the same. Any sum so advanced by Phoenix, with interest thereon from the date of such advance at the highest rate permitted by law, shall be due from Grantor on demand, and the payment thereof shall be secured by this instrument.

5. That Grantor will keep the premises in as good repair as they now are; will not commit or permit waste on the premises; will not cut, use, or remove or permit the cutting, use or removal of any trees or timber on the premises other than for ordinary farm purposes; will comply with all Federal, State and County laws, rules and regulations affecting the premises; will keep all tillable soil in an advanced state of cultivation in accordance with the practice of good husbandry; will permit the agent of Phoenix to pass through or over premises at all reasonable times for the purpose of inspecting them.

6. That Grantor will immediately pay to Phoenix the proceeds from the sale of any easement or right of way across the premises and any damages awarded for the condemnation of any part of the premises for public use. Unless otherwise agreed, such proceeds shall be applied by Phoenix to the payment of principal, whether matured or not, in the inverse order of its maturity.

7. That Phoenix, without notice, may release any part of the security described herein or any person liable for any indebtedness secured hereby without in any way affecting the lien hereof upon any part of the security not expressly released and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

8. As additional security for the payment of the indebtedness herein described, Grantor hereby assigns to Phoenix all the rents, income and profits from the premises, including all the rents, royalties and income accruing under any oil, gas, mineral or other lease now on the premises or hereafter placed thereon, on condition, however, that so long as there is no default hereunder Grantor may retain possession of the premises and receive all of said rents, income, profits and royalties. This assignment shall become null and void upon the release of this instrument.

9. That if Grantor defaults in making any payment due under said note, or violates or fails to perform any of the conditions, covenants or agreements of this mortgage, or in the event that after the date of this mortgage any law shall be passed in the state of Kansas which creates or increases any tax assessed to Phoenix on account of this mortgage or the indebtedness secured hereby, then, at the option of Phoenix, all unpaid indebtedness secured by this mortgage including interest accrued thereon, shall become due at once without notice, and this mortgage may be foreclosed.

10. Grantor hereby waives the benefit of a 1 homestead and exemption laws.

The provisions hereof shall be binding upon Grantor and the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of Phoenix and its successors and assigns. Where more than one Grantor is named herein the obligations and liabilities of such Grantors shall be joint and several.

In Witness Whereof this mortgage has been duly signed, sealed and delivered by Grantor, this 26th day of March, 1946.

Harry L. Searles  
Roxie A. Searles

STATE OF KANSAS )  
COUNTY OF FRANKLIN/SS

On this 26th day of March A.D. 1946, before me, a Notary Public in and for said County personally appeared Harry L. Searles and Roxie A. Searles, his wife, to me personally known to be the identical person(s) who executed the foregoing instrument, and such person(s) duly acknowledged the execution of the same.

Witness my hand and notarial seal the day and year last above written.

H.E. DeTar  
Notary Public

(SEAL) My commission expires February 12th 1949

Recorded March 28, 1946 at 11:50 A.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 27442 <

MORTGAGE

Registration No. 4748  
Registration Fee \$9.25

THIS INDENTURE, Made this 11 day of March A.D. 1946 between Thad H. Marshall and Cora R. Marshall of Douglas County, in the State of Kansas, of the first part and Silver Lake State Bank of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of Thirty Seven Hundred Dollars the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas, to wit:

The South Half of the North west Quarter (S $\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section (1) one in Township Twelve (12) South of Range Seventeen (17) in Douglas County Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Thad H. Marshall and Cora R. Marshall has this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

\$3700.00

Silver Lake, Kansas Mar. 11, 1946

On or before 10 years after date, we promise to pay to the order of Silver Lake State Bank, Silver Lake Kansas Thirty Seven Hundred Dollars.

At THE SILVER LAKE STATE BANK

Int. payable Semi-annually

for value received, with interest at the rate of 5 per cent per annum after date until paid.

Thad H. Marshall  
Cora R. Marshall

No. due 194 copy.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Thad H. Marshall  
Cora R. Marshall

This release 53700-12  
was written  
on the original  
mortgage  
this release is not valid unless it is signed by the same parties who executed the mortgage  
of March 11, 1946  
at Silver Lake, Kansas  
and is filed in the  
office of the  
Register of Deeds  
of Douglas County,  
Kansas  
April 1946  
1946  
This release is not valid unless it is signed by the same parties who executed the mortgage of March 11, 1946 at Silver Lake, Kansas and is filed in the office of the Register of Deeds of Douglas County, Kansas  
April 1946  
1946